strument. *Guyer* v. *Warren,* 175 Ill. 328, 51 N. E. 580; *Sulphur Mines Co.* v. *Thompson,* 93 Va. 293. So also a description of property as "parts of lots 22 and 23, containing 172 acres, more or less," could be aided by parol to locate it more particularly. *Shore* v. *Miller,* 80 Ga. 93, 12 Am. St. Rep. 239. In the case above the evidence was allowed to explain the ambiguity apparent on the face of the deed. But parol evidence will not be allowed to add to a description insufficient on its face; that is, both to describe the land and apply the description. *Ferguson* v. *Blackwell,* 8 Okla. 489, 58 Pac. 647. Thus, the description "southeast of twenty-five, nine, Kingman, Kansas," could not be aided by extrinsic evidence because it failed to show the county or town, and also to show whether "twenty-five" referred to the lot number or to acres. *Hartshorn* v. *Smart,* 67 Kan. 543, 73 Pac. 73; *Thompson* v. *English,* 76 Wash. 23, 135 Pac. 664; *Allen v. Kitchen,* 16 Idaho 133, 18 Ann. Cas. 914.

Where the grantor owns but one piece of property to which the description can apply parol evidence is admissible to locate it. So "a house on Church Street," could be located specifically by parol. *Mead* v. *Parker,* 115 Mass. 413, 15 Am. Rep. 110. And when a general description is given, it is presumed that the owner had but one piece of property to which it could apply. *Colerick* v. *Hooper,* 3 Ind. 316, 56 Am. Dec. 505. But where he owns more than one, external evidence will not be permitted to show which one was meant. *Doherty* v. *Hill,* 144 Mass. 465. In cases such as the above, parol evidence does not contradict or vary the writing. It is merely incidental to the contract and is to be taken in conjunction with it as explaining the subject matter.

It is also settled that no more accurate description of property is required to uphold a contract to sell under the statute of frauds than is necessary to sustain a deed. *Guyer* v. *Warren, supra; Sulphur Mines Co.* v. *Thompson, supra.* Hence, where the contract to sell land does not describe the property sufficiently it is void. *Peart* v. *Brice,* 152 Pa. 277, 25 Atl. 537. But parol evidence to apply the written description to land is readily admissible. *Robinson* v. *Taylor,* 68 Wash. 351, 123 Pac. 444.

In applying the above principle to the instant case a doubt is raised as to its soundness. Here there was a reasonable description of the land. Hence, the admission of parol evidence would not have been to describe the land but it would simply have served to identify and locate the land as described. And this is freely allowed by the courts.

CARRIERS—CONTINUATION OF RELATION OF CARRIER AND PASSENGER—CHANGING CARS.—The plaintiff became a passenger on a suburban car operated by the defendant. On account of public improvements in the highway it was impassable for all manner of travel, so that it was necessary for the plaintiff to change cars. In accordance with the conductor's instructions the plaintiff followed him along a wooded path to a car ahead, and while doing so sustained a fall because of the unsuitable condition of the path for such a purpose. For the injury so received an action was brought. *Held,* the defendant is liable. *Pins* v. *Connecticut Co.* (Conn.), 102 Atl. 595.

The relation of carrier and passenger, once established, continues, unless broken by the voluntary act of carrier or passenger, until the

passenger has been safely deposited at his destination by the carrier. *Brunswick, etc., R. Co.* v. *Moore,* 101 Ga. 684, 28 S. E. 1000; *Killmeyer* v. *Wheeling Traction Co.,* 72 W. Va. 148, 77 S. E. 908, 48 L. R. A. (N. S.) 683. This relation is not terminated by the temporary departure of the passenger from the train for any proper purpose. Thus, a passenger may leave to procure refreshments. DOBIE, BAILMENTS AND CARRIERS, § 173; *Atchison, etc., R. Co.* v. *Shehan,* 18 Colo. 368, 33 Pac. 108; *Peniston* v. *Chicago & R. Co.,* 34 La. Ann. 777, 44 Am. Rep. 444. And a passenger may leave the train temporarily for exercise on the station platform without severing the relation of carrier and passenger. *Gannon* v. *Chicago & R. Co.,* 141 Ia. 37, 117 N. W. 966. Again, a passenger may get off at an intermediate station where passengers are received and discharged in order to send or receive a telegram, or to attend to any private business, without releasing the carrier from its high degree of responsibility. *Dice* v. *Williamette Transportation, etc., Co.,* 8 Ore. 60, 34 Am. Rep. 575; *Alabama & R. Co.* v. *Coggins,* 88 Fed. 455. But where the train stops at an intermediate point to allow another train to pass and not for the purpose of discharging and receiving passengers, one who leaves the train, though for a necessary purpose, loses his identity as a passenger. *State* v. *Grand Trunk R. Co.,* 58 Me. 176, 4 Am. Rep. 258; *Chicago, etc., R. Co.* v. *Sattler,* 64 Neb. 636, 90 N. W. 649, 57 L. R. A. 890. In accordance with this theory it has been held that a passenger on a through train, which stops at an intermediate point for some purpose connected with its operation and not to receive or discharge passengers, ceases to be a passenger when he leaves the train at such point, without the knowledge or consent of the operatives of the train. *Lemery* v. *Great Northern R. Co.,* 83 Minn. 47, 85 N. W. 908.

Where the passenger's ticket calls for a transfer he retains his status as a passenger while proceeding from one of the carrier's vehicles to the other. *Wagler* v. *Jersey City, etc., R. Co.,* 71 N. J. L. 356, 59 Atl. 14; *Keator* v. *Scranton Traction Co.,* 191 Pa. 102, 43 Atl. 86, 44 L. R. A. 546. But the relation terminates where it is necessary for the passenger to use a public highway in making the transfer. *Niles* v. *Boston Elevated R. Co.,* 225 Mass. 570, 114 N. E. 730.

The instant case is in accord with the weight of authority on this question. In such cases the relation of carrier and passenger is held to continue, the carrier being bound to use proper care to have the way over which the passenger must go in a reasonably safe condition. *Killmeyer* v. *Wheeling Traction Co., supra; Colorado, etc., R. Co.* v. *Petit,* 37 Colo. 326, 86 Pac. 121. Another reason sometimes advanced for holding the carrier liable is, that it has, by extending an invitation to the passenger and providing a way for him to pass, assumed an obligation to make reasonable provision for his safety. *Powers* v. *Old Colony St. R. Co.,* 201 Mass. 66, 87 N. E. 192.

DAMAGES—PUNITIVE DAMAGES—WHEN AWARDED.—The plaintiff, who had entered the defendant's store with several companions, heard a controversy on the opposite side of the room and went across to investigate it. The defendant was ordering the plaintiff's companions out of the store, and before the plaintiff could reach the door the de-